

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

INSTRUCTIONS:

**3rd AMENDED CHARGE
AGAINST EMPLOYER**

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
19-CA-280788	9/13/2021

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Forterra NW		b. Tel. No. (206)292-5907
		c. Cell No.
d. Address (street, city, state ZIP code) PO Box 4189, Seattle, WA 98194	e. Employer Representative Michelle Connor President & CEO	f. Fax No.
		g. e-Mail mconnor@forterra.org
		h. Dispute Location (City and State) Seattle, WA
i. Type of Establishment (factory, nursing home, hotel) Others	j. Principal Product or Service Land conservation & restoration	k. Number of workers at dispute location 70

1. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (3) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

(1) Within the previous six months, the Employer discharged (b) (6), (b) (7)(C) because the employee joined or supported a labor organization and in order to discourage union activities and/or membership.

(2) Within the previous six months, the Employer disabled the chat function during the company's Zoom staff meetings for the purpose of interfering with the employee's posting of union information and campaign materials.

(3) Within the previous six months, the Employer removed the 'All Employees' email list from the company email platform for the purpose of interfering with the employees' posting of union information and campaign materials.

10(j) injunctive relief is requested

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

Office & Professional Employees International Union, Local 8

4a. Address (street and number, city, state, and ZIP code) 2900 Eastlake Ave E, Ste 220, Seattle, WA 98102	4b. Tel. No. 206-441-8880 ext. 113
	4c. Cell No. 425-318-2650
	4d. Fax No. 206-441-0207
	4e. e-Mail corinne@opeiu8.org

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

Office & Professional Employees International Union, AFL-CIO

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By: Corinne Cosentino	Corinne Cosentino Organizing Director	Tel. No. 206-441-8880 ext. 113
(signature of representative or person making charge)	Print Name and Title	Office, if any, Cell No. 425-318-2650
Address: 2900 Eastlake Ave E, Ste 220 Seattle, WA 98104	Date: 9/13/21	Fax No. 206-441-0207
		e-Mail corinne@opeiu8.org

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 19
915 2nd Ave Ste 2948
Seattle, WA 98174-1006

Agency Website: www.nlr.gov
Telephone: (206)220-6300
Fax: (206)220-6305



Download
NLRB
Mobile App

September 14, 2021

Michelle Connor, President & CEO
Forterra NW
PO Box 4189
Seattle, WA 98194

Re: Forterra NW
Case 19-CA-280788

Dear Ms. Connor:

Enclosed is a copy of the third amended charge that has been filed in this case.

Investigator: This charge is being investigated by Field Attorney Sarah K. Burke whose telephone number is (206)220-6291. If the agent is not available, you may contact Deputy Regional Attorney Brian Sweeney whose telephone number is (206)220-6327.

Presentation of Your Evidence: As you know, we seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations in the third amended charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

Prohibition on Recording Affidavit Interviews: It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

Procedures: Pursuant to Section 102.5 of the Board's Rules and Regulations, parties must submit all documentary evidence, including statements of position, exhibits, sworn statements, and/or other evidence, by electronically submitting (E-Filing) them through the Agency's web site (www.nlr.gov). You must e-file all documents electronically or provide a written statement explaining why electronic submission is not possible or feasible. Failure to comply with Section 102.5 will result in rejection of your submission. The Region will make its determination on the merits solely based on the evidence properly submitted. All evidence

submitted electronically should be in the form in which it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge.

If the Agency does not issue a formal complaint in this matter, parties will be notified of the Regional Director's decision by email. Please ensure that the agent handling your case has your current email address.

Very truly yours,

A handwritten signature in black ink that reads "Ronald K. Hooks". The signature is written in a cursive, flowing style.

RONALD K. HOOKS
Regional Director

Enclosure: Copy of third amended charge

cc: Rodney B. Younker, Attorney
Summit Law Group
315 5th Ave S Ste 1000
Seattle, WA 98104-2682

Colin Boyle, Attorney
Summit Law Group
315 5th Ave S Ste 1000
Seattle, WA 98104-2682

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

FORTERRA NW

Charged Party

and

**OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 8**

Charging Party

Case 19-CA-280788

AFFIDAVIT OF SERVICE OF THIRD AMENDED CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on September 14, 2021, I served the above-entitled document(s) by regular mail upon the following persons, addressed to them at the following addresses:

Michelle Connor, President & CEO
Forterra NW
PO Box 4189
Seattle, WA 98194

Rodney B. Younker, Attorney
Summit Law Group
315 5th Ave S Ste 1000
Seattle, WA 98104-2682

Colin Boyle, Attorney
Summit Law Group
315 5th Ave S Ste 1000
Seattle, WA 98104-2682

September 14, 2021

Date

Leila Robles, Designated Agent of NLRB

Name

/s/ Leila Robles

Signature



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 19
915 2nd Ave Ste 2948
Seattle, WA 98174-1006

Agency Website: www.nlrb.gov
Telephone: (206)220-6300
Fax: (206)220-6305



Download
NLRB
Mobile App

September 14, 2021

SaNNi M-K Lemonidis, Attorney
Lemonidis Consulting & Law Group, PLLC
701 Fifth Avenue, Suite 4200
Seattle, WA 98104

Re: Forterra NW
Case 19-CA-280788

Dear Ms. Lemonidis:

We have docketed the third amended charge that you filed in this case.

Investigator: This charge is being investigated by Field Attorney Sarah K. Burke whose telephone number is (206)220-6291. If the agent is not available, you may contact Deputy Regional Attorney Brian Sweeney whose telephone number is (206)220-6327.

Presentation of Your Evidence: As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. If you have additional evidence regarding the allegations in the third amended charge and you have not yet scheduled a date and time for the Board agent to obtain that evidence, please contact the Board agent to arrange to present that evidence. If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

Prohibition on Recording Affidavit Interviews: It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

Procedures: Pursuant to Section 102.5 of the Board's Rules and Regulations, parties must submit all documentary evidence, including statements of position, exhibits, sworn statements, and/or other evidence, by electronically submitting (E-Filing) them through the Agency's web site (www.nlrb.gov). You must e-file all documents electronically or provide a written statement explaining why electronic submission is not possible or feasible. Failure to comply with Section 102.5 will result in rejection of your submission. The Region will make its

determination on the merits solely based on the evidence properly submitted. All evidence submitted electronically should be in the form in which it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge.

If the Agency does not issue a formal complaint in this matter, parties will be notified of the Regional Director's decision by email. Please ensure that the agent handling your case has your current email address.

Very truly yours,

A handwritten signature in black ink that reads "Ronald K. Hooks". The signature is written in a cursive, flowing style.

RONALD K. HOOKS
Regional Director

cc: Corinne Cosentino, Organizing Director
Office & Professional Employees
International Union, Local 8
2900 Eastlake Ave E Ste 220
Seattle, WA 98102

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

**IN THE MATTER OF
Forterra NW**

Case 19-CA-280788

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

INTRANET POSTING - The Charged Party will post a copy of the Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, on its intranet at <https://forterra.bamboo.hr.com> and keep it continuously posted there for 60 consecutive days from the date it was originally posted. To document its compliance with this requirement, the Charged Party will submit a screen shot of the intranet or website posting, along with a fully completed Certification of Posting form, via the Agency's e-filing portal at www.nlrb.gov. Should further investigation or verification of the intranet or website posting become necessary, the Charged Party will provide appropriate intranet or website access to the Compliance Assistant or Compliance Officer assigned to the case.

E-MAILING AND MAILING OF NOTICE - The Charged Party will email a copy of the signed Notice in English, and in additional languages if the Regional Director decides that it is appropriate, to all employees who have worked at any time for the Employer in the State of Washington, since February 2, 2021. The message of the e-mail transmitted with the Notice will state: "We are distributing the Attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 19 of the National Labor Relations Board in Case(s) 19-CA-280788." To document its compliance with this requirement, the Charged Party will e-file a copy of its distribution e-mail, with all the recipients' e-mail addresses visible, along with a copy of the attached Notice and a fully completed Certification of Posting form, via the Agency's e-filing portal at www.nlrb.gov. The Charged Party will also copy and mail, at its own expense, a copy of the attached Notice to all current employees and former employees who were employed at any time since February 2, 2021.

READING OF NOTICE—The Charged Party will hold a meeting or meetings, scheduled to ensure the widest possible attendance on each shift, at which a Board Agent will read the Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, in the presence of a Board agent. The reading will take place at a time when the Charged Party would customarily hold meetings and must be completed between the beginning of the posting period and prior to the completion of the 60-day Notice posting period. The date and time(s) of the reading must be approved by the Regional Director. The announcement of the meeting will be in the same manner the Charged Party normally announces meetings and must be approved by the Regional Director.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

PAYMENT OF WAGES AND BENEFITS — Within 14 days from approval of this agreement, the Charged Party will provide the Regional Director for each employee named below with 1) payment making them whole in the amount opposite each name; 2) a Backpay report allocating the payment(s) to the appropriate calendar year; and 3) a copy of the IRS form W-2 for wages earned in the current calendar year. The Charged Party will make appropriate withholdings for each named employee. No withholdings should be made from the interest portion of the backpay. If the NLRB's Centralized Compliance Unit, on behalf of the Regional Director, is unable to locate any individual entitled to make-whole relief within one year of receipt of payment, the Regional Director will have sole discretion to redistribute the amounts owed to those individuals, provided no individual receives more than 100% of the backpay or other remedial monies they are owed. The Charged Party agrees to prepare,

process, and, if applicable, mail any redistribution payments, at its own cost, pursuant to the direction of the Regional Director.

Name	Gross Backpay	Expenses	Frontpay	Interest	Total
(b) (6), (b) (7)(C)	\$16,238	\$2,436	\$ 35,586	\$89	\$54,349

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices, and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes _____ No _____
Initials Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues

(b) (6), (b) (7)(C)

raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party Forterra NW		Charging Party Office & Professional Employees International Union, Local 8	
By:	Name and Title (b) (6), (b) (7)(C)	Date	11/21/2021
Print Name and Title below (b) (6), (b) (7)(C)		Print Name and Title below /s/ SaNni Lemonadis	
Recommended By:	Date	Approved By:	Date
<i>Sarah K. Burke</i>	11/22/21	<i>Ronald K. Hooks</i>	11/22/2021
Sarah Burke, Board Agent		Regional Director, Region	

(b) (6), (b) (7)(C)

(To be printed and posted on official Board notice form)

THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT interfere with, restrain, or coerce you in the exercise of the above rights.

WE WILL NOT stop you from talking about unions and/or other protected concerted activities during working time while permitting talk about other nonwork topics during working time and **WE WILL** restore access by employees to the Zoom chat function during all-staff meetings and to the all-staff email.

WE WILL NOT fire you because of your union membership or support and/or protected concerted activities.

WE WILL pay former employee (b) (6), (b) (7)(C) who has waived (b) (6), (b) (7)(C) right to be reinstated to (b) (6), (b) (7)(C) most recent job with us, for the wages and other benefits (b) (6), (b) (7)(C) lost because we fired (b) (6), (b) (7)(C) as well as interest and consequential damages.

WE WILL remove from our files all references to the termination of (b) (6), (b) (7)(C), and **WE WILL** notify (b) (6), (b) (7)(C) in writing that this has been done and that the termination will not be used against (b) (6), (b) (7)(C) in any way.

WE WILL provide (b) (6), (b) (7)(C) with a neutral letter of reference for future employment by other employers.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

Forterra NW

(Employer)

Dated: 11/21/2021

By:

(b) (6), (b) (7)(C)

(Representative)

(b) (6), (b) (7)(C)

(Title)

(b) (6), (b) (7)(C)

whether employees want union representation, and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service (link is external) by visiting its website at <https://www.federalrelay.us/tty> (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.

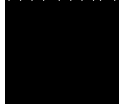
Telephone:

Hours of Operation:

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Centralized Compliance Unit at complianceunit@nlr.gov.

(b) (6), (b) (7)(C)





UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 19
915 2nd Ave Ste 2948
Seattle, WA 98174-1006

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Fax: (206)220-6305

March 15, 2022

Rodney B. Younker, Attorney
Colin Boyle, Attorney
Summit Law Group
315 5th Ave S Ste 1000
Seattle, WA 98104-2682
rody@summitlaw.com
colinb@summitlaw.com

SERVED BY EMAIL ONLY

Re: Forterra NW
Case 19-CA-280788

Dear Mr. Younker and Mr. Boyle:

The above-captioned case has been closed on compliance. Please note that the closing is conditioned upon continued observance of the informal Settlement Agreement.

Very truly yours,

/s/ Miguel Rodriguez

MIGUEL RODRIGUEZ
Deputy to the Assistant General Counsel

cc: Corinne Cosentino, Organizing Director
Office & Professional Employees International
Union, Local 8
2900 Eastlake Ave E Ste 220
Seattle, WA 98102-3012
corinne@opeiu8.org

SaNNi M-K Lemonidis, Attorney
Lemonidis Consulting & Law Group, PLLC
701 5th Ave Ste 4200
Seattle, WA 98104-7047
sanni@lemonidislaw.com